

# BOARD OF SUPERVISORS

## Brown County



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### EXECUTIVE COMMITTEE

Mary Scray, Chair

Guy Zima, Vice Chair

Bernie Erickson, Tom Lund, Tom De Wane

Patrick Evans, Jesse Brunette

### SPECIAL

### EXECUTIVE COMMITTEE

Tuesday, April 19, 2011

5:30 p.m.

Room 200, Northern Building

305 E. Walnut Street

I. Call meeting to order.

II. Approve/modify agenda.

### Resolutions, Ordinances

1. Resolution to Approve Third Amendment to Lease Agreement and Third Amendment to Assignment and Assumption Agreement.
  - a. Response from Corporation Counsel re: VCB/PMI Arena Complex Lease with possible committee action and/or recommendation. *Referred from Education and Recreation Committee, April 14, 2011.*

### Vacant Budgeted Positions (Request to Fill)

2. Corporation Counsel – Staff Attorney (Child Support) (vacated 04/15/2011).

### Other

3. Letter from Green Bay Area Chamber of Commerce.
4. Review of redistricting options and recommendations to County Board re: tentative supervisory district plan.
5. Such other matters as authorized by law.

Mary Scray, Chair

Notice is hereby given that action by the Committee may be taken on any of the items, which are described or listed in this agenda.

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

WHEREAS, Brown County and the Convention and Visitor Bureau entered a second amendment to the lease agreement in August 2008 to substitute parking lots encompassed within the lease agreement; and

WHEREAS, the Convention and Visitor Bureau now wants to exercise its right to extend the lease term for up to five years in five one year terms to commence on June 1, 2011 in a Third Amendment to Lease Agreement and requests Brown County's approval of a Third Amendment to Assignment and Assumption Agreement containing the same extension of term provisions; and

WHEREAS, the Convention and Visitor Bureau's base rent payment as stated above and PMI's payment to the Convention and Visitor Bureau will remain the same during the first one year extension, but will be subject to negotiation prior to future one year terms.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves, on behalf of Brown County, the attached "Third Amendment to Lease Agreement" which incorporates terms of the lease agreement and the first and second amendments to the lease agreement.

BE IT FURTHER RESOLVED that Brown County by the Board of Supervisors, consents to the terms and conditions of the attached Third Amendment to Assignment and Assumption Agreement between the Convention and Visitor Bureau which incorporates the Assignment and Assumption Agreement and the first and second amendments to the Assignment and Assumption Agreement.

Respectfully submitted,

EDUCATION & RECREATION  
COMMITTEE

# EXECUTIVE COMMITTEE

Approved by:

COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Final Draft Approved by Corporation Counsel

Authored by: Corporation Counsel

Fiscal Impact: This resolution does not require an appropriation from the General Fund. This resolution approves a continuation of the current base rent from the Green Bay Area Convention and Visitor Bureau to Brown County.

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
TUMPACH	1			
DE WANE	2			
NICHOLSON	3			
THEISEN	4			
KRUEGER	5			
HAEFS	6			
ERICKSON	7			
BRUNETTE	8			
ZIMA	9			
EVANS	10			
VANDER LEEST	11			
BUCKLEY	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
ANDREWS	15			
KASTER	16			
VAN VONDEREN	17			
SCHULLER	18			
FLECK	19			
CLANCY	20			
WETZEL	21			
MOYNIHAN	22			
SCRAY	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast \_\_\_\_\_  
 Motion: Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

### THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (hereinafter the "Third Amendment") is made and entered into this \_\_\_\_ day of March, 2011, effective June 1, 2011, by and between Brown County, Wisconsin (hereinafter referred to as "Tenant") and Greater Green Bay Convention and Visitor Bureau, Inc. ("CVB"), a Wisconsin nonstock corporation, with its offices located at 1901 South Oneida Street, Green Bay, Wisconsin (hereinafter referred to as "Subtenant") and formerly known as Green Bay Area Visitor and Convention Bureau, Inc. ("VCB").

#### WITNESSETH:

WHEREAS, Tenant and Subtenant did enter into a Lease Agreement dated August 1, 1999 (the "Lease Agreement") wherein the Tenant did lease to Subtenant as follows:

The Resch Center (therein described as a new Arena to be constructed using proceeds from a tax-exempt borrowing), the Brown County Veterans Memorial Arena; the existing Exposition Hall; and its adjacent parking and vacant land attached to the Lease Agreement all in the Village of Ashwaubenon, Brown County, Wisconsin and generally described as the "Veterans Memorial Complex."

WHEREAS, Tenant and Subtenant did enter into a First Amendment to Lease Agreement on March 15, 2006, effective June 1, 2006 (the "First Amendment") for purposes of extending the lease term and incorporating within the Veterans Memorial Complex the former Hall of Fame Building and the previously identified Youth Hockey lot for parking; and

WHEREAS, the parties entered into a Second Amendment to Lease Agreement on August 20, 2008, effective September 1, 2008 (the "Second Amendment") whereby the Youth Hockey Lot was removed from the Leased Premises and the lot known as the "Blue Lot" was included as part of the Veterans Memorial Complex; and

WHEREAS, the term of the Lease as extended by the First Amendment is set to expire on May 31, 2011 and the Subtenant has the right, pursuant to the First Amendment, to renew the Lease for an additional five (5) year term, at its option, however, the Subtenant is requesting that the additional five (5) year term be broken down into individual single year terms in order to accommodate its position with Promotion Management, Inc. ("PMI"), which has assumed all of the obligations of CVB under the Lease Agreement, as amended by the First Amendment, except for the Base Rent.

NOW THEREFORE, in consideration of mutual covenants, terms and conditions and the Lease Agreement and First Amendment, the parties do hereby agree as follows:

**FIRST:** Term of Lease. The provisions under the Lease Agreement at paragraph 1.1 and 1.2 are deleted in their entirety and the following is inserted in lieu thereof:

1.1 This Lease shall commence on June 1, 2011, and continue for a period of one (1) year thereafter (the "Term").

1.2 The Lease shall be renewable for four (4) additional one (1) year terms at the option of the Subtenant. If the Subtenant opts to renew this Lease, the renewal shall continue pursuant to the terms and conditions of the Lease Agreement, the First Amendment and the Second Amendment, except for rent which may be renegotiated.

**SECOND** Except for the modifications set forth in this Third Amendment, all other terms and conditions of the Lease Agreement as amended by the Third Amendment are hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have signed this Second Amendment to Lease Agreement the day and year first above written.

Attest:

**SUBTENANT:**  
Greater Green Bay Convention and  
Visitor Bureau, Inc.

By:

\_\_\_\_\_  
Brad Toll, President

By:

\_\_\_\_\_  
Adrian T. Ulatowski, Chairman

Attest:

**TENANT:**  
Brown County, Wisconsin

By:

\_\_\_\_\_  
Thomas Hinz, County Executive

### **THIRD AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Third Amendment to Assignment and Assumption Agreement (hereinafter the "Third Amendment to Assignment") is made and entered into this \_\_\_\_ day of March, 2011, effective June 1, 2011, by and between the Greater Green Bay Convention and Visitor Bureau, Inc., a Wisconsin non-stock, non-profit corporation, with its offices located at 1901 South Oneida Street, Green Bay, Wisconsin ("CVB") formerly known as the Green Bay Area Visitor and Convention Bureau, Inc., ("VCB") and Promotional Management, Inc., a Wisconsin non-stock corporation, with its offices located 1901 South Oneida Street, Green Bay, Wisconsin ("PMI").

WHEREAS, CVB is a Subtenant under that certain Lease Agreement dated August 1, 1999 (the "Lease Agreement") by and between Subtenant and Brown County, Wisconsin (the "Tenant"); and

WHEREAS, the Lease Agreement was amended by the parties to extend the Lease term as well as to provide for additional space to be incorporated within the Lease Agreement, that being the Hall of Fame Building and also providing for the control of that parcel of land formerly identified as the Youth Hockey lot for parking by the Subtenant, which First Amendment to Lease Agreement was dated March 15, 2006, effective June 1, 2006 (the "First Amendment"); and

WHEREAS, the parties entered into the Second Amendment to Lease Agreement dated August 20, 2008, effective September 1, 2008 (the "Second Amendment") whereby the Youth Hockey Lot was removed from the Leased Premises and the lot known as the "Blue Lot" was added to be part of the Veterans Memorial Complex; and

WHEREAS, the parties did execute an Assignment and Assumption Agreement on February 25, 2002, effective June 3, 1999, (the "Assignment and Assumption Agreement"), which was amended by the First Amendment to Assignment and Assumption Agreement dated March 15, 2006 (the "First Amendment to Assignment") for purposes of incorporating the modifications made to the Lease Agreement by the First Amendment; and

WHEREAS, the parties further modified the Assignment and Assumption Agreement to acknowledge the changes to the Lease Agreement by the Second Amendment (the "Second Amendment to Assignment and Assumption Agreement"); and

WHEREAS, PMI and CVB acknowledge that the Lease Agreement, as amended by the First Amendment, is set to expire on May 31, 2011, and the CVB has the right to extend the term with the Tenant for an additional five (5) years, but the parties prefer to have the Lease renewed for a one (1) year period of time with the right to extend for an additional period of one (1) year each over a four (4) year period of time and the Tenant has agreed to such a modification.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and the Assignment and Assumption Agreement, as amended, the parties do hereby agree as follows:

*FIRST* The provisions under the Assignment and Assumption Agreement at Paragraph 3 are deleted in their entirety and the following is inserted in lieu thereof:

**3. Payment:**

a. PMI shall pay to VCB during the term of the Lease Agreement commencing June 1, 2011 through May 31, 2012 (the "Term") the sum of One Million Ten Thousand Dollars (\$1,010,000.00) annually, in equal twelve (12) monthly installments commencing on the 1st day of June, 2011, and continuing on the 1st day of each month thereafter during the Term.

In the event that the Lease Agreement is renewed for additional one (1) year term(s), the Assignment and Assumption Agreement shall likewise be renewed under continuing terms and conditions except for the rent payment which shall be subject to negotiation by the parties.

*SECOND* Leased Premises Definition. The parties acknowledge that the Leased Premises includes the Veterans Memorial Complex as defined in the Lease Agreement, together with the former Hall of Fame Building and the lot known as the "Blue Lot" but that the former Youth Hockey Lot is no longer part of the Veterans Memorial Complex.

*THIRD* Except for the modifications set forth in this Third Amendment to Assignment and Assumption all other terms and conditions set forth in the Assignment and Assumption Agreement, as amended by the First Amendment to Assignment and Assumption Agreement, and the Second Amendment to Assignment and Assumption Agreement, are hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have signed this Third Amendment to Assignment and Assumption the day and year first above written.

Attest:

Greater Green Bay Convention and  
Visitor Bureau, Inc.

By: \_\_\_\_\_

Brad Toll, President

By: \_\_\_\_\_

Adrian T. Ulatowski, Chairman



Promotion Management, Inc.

Attest:

\_\_\_\_\_

By:

\_\_\_\_\_  
\* \_\_\_\_\_

Approved as to form and content this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Thomas Hinz, County Executive

HUMAN RESOURCES DEPARTMENT

*Brown County*

305 E. WALNUT STREET  
P.O. BOX 23600  
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DEBBIE KLARKOWSKI, PHR

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HUMAN RESOURCES MANAGER

April 18, 2011

**Departments for position approval process at Executive Committee:**

**Corporation Counsel – Staff Attorney (Child Support) (vacated 04/15/2011)**

Corporation Counsel  
**Brown County**

305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600

John F. Luetscher

FAX (920) 448-4003

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luetscher\_jf@co.brown.wi.us

April 1, 2011

TO: Tom Hinz, County Executive  
Debbie Klarkowski, Human Resources Manager  
Ellen Sorensen, Director of Administration

FROM: John Luetscher, Corporation Counsel  
Corporation Counsel Office

SUBJECT: Request to Fill - Staff Attorney Position  
(Assigned to Child Support Agency)

1. Is the position description current or does it require updates? (Updates to job descriptions should be submitted, reviewed and approved by the HR Department prior to submitting the A1 form.)

**I have updated the position description, and the updated description was submitted to Human Resources.**

2. Are the duties of the position related to an essential (mandatory) service? If yes, please explain.

**The County is required to provide attorneys for child support enforcement pursuant to Wis. Stat. § 59.53 (6). Under the same section, those attorneys are responsible for child support enforcement and the establishment of paternity. Currently, there are three child support attorney positions authorized and filled by two full-time and one half-time attorney. This staff attorney position opened up when the attorney was hired as the Lead Staff Attorney.**

**Besides the legal mandate, thousands of County residents, including many children, depend upon the agency and the legal work of the agency attorneys for child support enforcement. The public expects these services.**

3. Describe job performance measurement for this position (clients, caseload, work output, etc.)

The caseload for the child support attorneys is constant and never ending, so the attorney either "sinks or swims". If the attorney cannot keep up, the attorney "sinks". If the attorney can keep up with the work, the attorney "swims". The Lead Staff Attorney provides supervision of the child support staff attorney's work and is in the best position to measure output and case outcome.

4. Explain how this vacancy presents opportunities to streamline processes or reorganize operations. Considerations should include consolidating, eliminating and/or outsourcing job responsibilities.

I do not see how the vacancy presents opportunities to streamline or reorganize operations. Currently, the Child Support attorney services are provided by two full-time and one half-time attorney. We were able to allow one full-time attorney to reduce hours to half-time, but the Director of the Child Support Agency and I do not believe further reductions are feasible. The Child Support attorneys must have an in depth and detailed understanding of all facets of child support enforcement, and they must interact with child support specialists on a daily basis. Outsourcing these services would not be practical or efficient.

5. Are budgeted funds sufficient to cover the cost of filling the position? Or does this position need to be held vacant for a period of time to offset projected budget shortfalls?

There are budgeted funds sufficient to cover the cost of filling this position. Notably, the requirement the County provides child support enforcement attorneys is a rare "funded" mandate. Sixty-six percent of the salary and fringe benefits cost for this position is reimbursed through the state by the federal government. The County pays the difference. The child support agency budgets for the county's contribution to salary and benefits.

6. What is the impact of not filling the position in 3 months? 6 months? 12 months? Not at all?

The primary impact will be a growing backlog of child support matters for court. For example, the current waiting time to bring a child support matter to court might be 30 days. With a backlog, the delay could extend out to 60 - 90 days. Delays complicate matters and frustrate the public served by the agency. There are many other undesirable consequences of long delays including decreased child support collection, and increased reliance on economic support programs for the impoverished.

**2011 BUDGET IMPACT CALCULATION**  
Corporate Counsel  
Staff Attorney

<u>Budget Impact for the Period 6/1/11 - 12/31/11</u>		<u>Staff Attorney</u>
2011 Estimated Salary (6/1/11 - 12/31/11)		\$ 38,911.83
2011 Estimated Fringe (6/1/11-12/31/11)		\$ 14,868.21
Total 2011 Salary & Fringe Cost		<u>\$ 53,780.04</u>

<u>2011 Annual Budget Impact</u>		
2011 Estimated Annual Salary (1/1/11 - 12/31/11)		\$ 66,706.00
2011 Estimated Annual Fringe (1/1/11 - 12/31/11)		\$ 25,488.36
Total 2011 Salary & Fringe Cost		<u>\$ 92,194.36</u>

Note: this position is currently reflected in the table of organization and budget

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April 1, 2011

Mary Scray, Chair  
Brown County Board Executive Committee  
305 E. Walnut St.  
Green Bay, WI 54301



Dear Supervisor Scray:

We have been following the progress of Brown County in the important task of reapportioning voting districts as a result of population changes revealed in the 2010 Census.

It is our understanding that the Executive Committee has requested the Planning Department to produce alternative maps for reapportioned county supervisory districts, and that maps were requested for possible county boards having 28, 29, 31 and 33 members.

We would like to respectfully request that you also request maps to be drawn for a county board of 26 supervisory districts (the current number) and possibly for even smaller sizes.

Holding down the cost of government is increasingly important in these tight budget times, and an increase in the number of county supervisors is a cost increase that we can and should avoid.

We would also like to request that ample advance notice be given to the public before your next consideration of reapportionment, possibly at a special meeting in April.

Sincerely,

Frederick J. Monique  
Interim President

Copied: Tom Hinz, County Executive

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north of what you expect

